

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release (“Agreement” is entered into by Dakotans for Health, Rick Weiland, and Adam Weiland (“Dakotans for Health”) and Leah Anderson, Minnehaha County Auditor; Jean Bender; Dean Karsky; Gerald Beninga; Jen Bleyenberg; and Joe Kippley, Minnehaha County Commissioners, in their official capacities (“Minnehaha County Defendants”) (collectively “the Parties”).

RECITALS

1. On May 2, 2023, during a duly-noticed public hearing, the Minnehaha County Commission adopted a Limited Use Policy;
2. On May 10, 2023, Dakotans for Health, a South Dakota ballot question committee, commenced an action in United States District Court for the District of South Dakota against the Minnehaha County Defendants, entitled *Dakotans for Health et al. v. Anderson et al.*, 4:23-cv-04075-RAL (the “Litigation”), alleging that aspects of the Policy violated their First Amendment rights; and
3. The Parties now have agreed to settle all claims in the Litigation, other than costs and fees, and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings contained herein, and intending to be legally bound, the parties agree as follows:

1. Mutual Promises and Undertakings.

Following execution of this Agreement, and in exchange for the release provided for in this Agreement, the Parties agree as follows:

- (a) Minnehaha County Auditor Anderson will present a Revised Limited Public Use Policy (the “Revised Policy”) to the Minnehaha County Commission at its next duly-scheduled Commission meeting, which will be set for a public hearing and vote;
- (b) The Revised Policy will remove all references to the Designated Areas in the Policy and instead designate a Zone of Non-Interference at the Minnehaha County Administration Building main entrance in accordance with Exhibit A to this Agreement, which is incorporated by reference;
- (c) The Revised Policy will remove all references to the “Auditor check-in” requirement in the Policy, and no check-in will be required for any Utilizer engaging in Political Activity on the Minnehaha County campus under the Revised Policy; and

- (d) If adopted, Dakotans for Health will abide by all other provisions in the Revised Policy.

2. Dismissal of Claims.

In consideration of the mutual promises and undertakings of this Agreement, and as expressly conditioned on adoption of the Revised Policy that complies with the above-stated terms, Dakotans for Health, on behalf of itself, its officers, employees, and agents, agrees to voluntarily dismiss all claims in the Litigation, other than any claim for recovery of costs and attorney's fees, with prejudice and to execute a Joint Stipulation with Defendants affirming and acknowledging that all claims have been fully and finally settled except costs and attorney's fees, which will be filed with the Court within 14 days after adoption of the Revised Policy by the Minnehaha County Commission. Nothing in this provision should be construed as prohibiting Plaintiff from seeking to recover attorney's fees and costs under 42 U.S.C. § 1988 or otherwise.

3. Covenant not to Commence Additional or New Action.

Dakotans for Health, on behalf of itself, its officers, employees, and agents, agrees not to commence any new action or lawsuit, or otherwise challenge, the Revised Policy if adopted by the Minnehaha County Commission, provided that the Revised Policy, as adopted, complies with the terms of this Agreement and is enforced in a neutral, non-discriminatory manner.

4. Release.

For and in consideration of the above, Dakotans for Health, on behalf of itself, its officers, directors, employees, agents, parents, affiliates, successors, and assigns, agree to release and forever discharge the Minnehaha County Defendants, Minnehaha County, its officers, officials, employees, agents, insurers, successors and assigns, from any and all claims, demands, liabilities, obligations, and causes of action arising from or relating to the adoption or enforcement of the Limited Use Policy in the Litigation, except attorney's fees and cost. This Release also applies to all unknown and unanticipated consequences, and all unknown and unanticipated claims for damages or injunctive relief, resulting from the anticipated Revised Policy, other than as set out in paragraph 3 above.

5. Compromise of Disputed Claim.

This Agreement is a compromise of disputed Claims and should not be interpreted as an admission as to any issue of law or fact by either party.

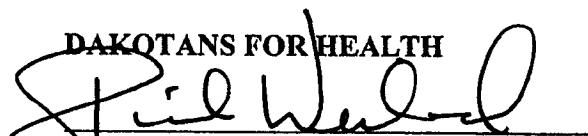
6. Governing Law.

This Agreement shall be governed by and interpreted under the substantive laws of the State of South Dakota and the United States.

7. Entire Agreement.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not merely recital.

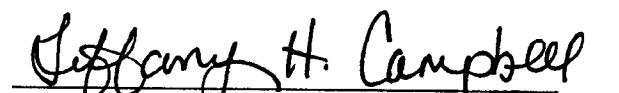
Dated this 15 day of November, 2023.

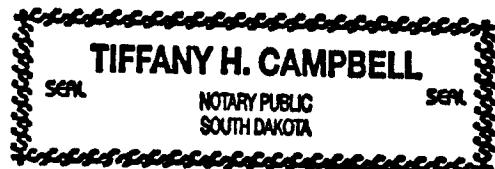
DAKOTANS FOR HEALTH

By Rick Weiland
Its Chair

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF MINNEHAHA)

On this the 15 day of November, 2023, before me, the undersigned officer, personally appeared R. Weiland, who acknowledge himself to be the Chair of Dakotans for Health, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Dakotans for Health by himself as Chair for Dakotans for Health.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public - South Dakota
My commission expires: 11.04.2028



Dated this 21 day of November, 2023.

MINNEHAHA COUNTY
COMMISSION

Jean Bender
By Jean Bender
Its Chairperson

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF MINNEHAHA)

On this the 21 day of November 2023, before me, the undersigned officer, personally appeared Jean Bender, who acknowledge himself or herself to be a duly-elected Commissioner of Minnehaha County, and that he or she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Jean Bender by himself or herself as Commissioner of Minnehaha County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kym A. Christiansen
Notary Public - South Dakota
My commission expires: 11-18-2027

EXHIBIT A

